ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, First American Title Insurance Company, a California Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 60 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: Kenneth D. DeGiorgio, President

By: Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.

g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

a. the Notice;

b. the Commitment to Issue Policy;

c. the Commitment Conditions;

d. Schedule A;

e. Schedule B, Part I-Requirements; and

f. Schedule B, Part II-Exceptions.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

i. comply with the Schedule B, Part I-Requirements;

ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or acquire the Title or create the Mortgage covered by this Commitment.

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iii.

b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

e. The Company is not liable for the content of the Transaction Identification Data, if any.

f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.

g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

e. Any amendment or endorsement to this Commitment must be in writing.

f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent:	Elite Title of Virginia, LLC
Issuing Office:	16475 Booker T. Washington Hwy., Moneta, VA 24121
Issuing Office's ALTA® Registry ID:	
Commitment No.:	ETVA26-1090TC
Issuing Office File No.:	ETVA26-1090TC
Property Address:	259 & 301 Scruggs Rd, Moneta, VA 24121

SCHEDULE A

1. Commitment Date: July 28, 2026 at 08:00 AM

2. Policy to be issued:

a. ALTA Own. Policy (07/01/21)
Proposed Insured: TBD
Proposed Amount of Insurance:
The estate or interest to be insured: Fee Simple

b. ALTA Loan Policy (07/01/21)
Proposed Insured: TBD, ISAOA/ATIMA
Proposed Amount of Insurance:
The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is: Fee Simple

4. The Title is, at the Commitment Date, vested in: Sandra M. Simmons, Trustee of the Sandra M. Simmons Revocable Living Trust dated the 24th day of April, 2015.

5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

Elite Title of Virginia, LLC

By: ______________________________
Elite Title of Virginia, LLC

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The land referred to herein below is situated in the County of Franklin, State of Virginia, and is described as follows:

All those two lots or parcels of land, situate, lying and being in the Gills Creek Magisterial District, Franklin County, Virginia, and consisting of 1.0 acre and 116.206 acres, respectively, and having been combined as 117.206 acres, according to plat of survey prepared by Roderick F. Pierson, L.S., dated September 17, 1997, No. 97110, recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 611, Page 865, which plat is made a part hereof for a more complete and particular description of the property herein conveyed.

FOR INFORMATIONAL PURPOSES ONLY: Being the same property acquired by Sandra M. Simmons, Trustee of the Sandra M. Simmons Revocable Living Trust dated the 24th day of April, 2015, from Sandra M. Simmons, by Deed dated April 24, 2015, recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia ,in Deed Book 1061, Page 1372.

SCHEDULE B, PART I - Requirements

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All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:
   a. Warranty Deed from Sandra M. Simmons, Trustee of the Sandra M. Simmons Revocable Living Trust dated the 24th day of April, 2015 vesting fee simple title in TBD (Purchaser name)

   b. Deed of Trust from TBD (Purchaser Name) to TBD (Lender Name) securing the principal amount of TBD (Loan Amount).
6. The company must be provided with the following in regards to Sandra M. Simmons Revocable Living Trust dated the 24th day of April, 2015:

   a. Full copy of the Trust Agreement;
   b. Affidavit from the trustee(s) stating that (i) they are still in authority to sell property pursuant to and in accordance with the terms and provisions of the trust agreement; (ii) all provisions of the trust have been complied with concerning the transaction and there is no violation of any of the provisions thereof; and (iii) the trust is still in effect and has not been amended or revoked and that the copy provided to the company is a true and correct copy.
7. Receipt of Owner's Affidavit from owner/seller.
8. Receipt of No Financing Affidavit from owner/seller.
9. Payment of all taxes through and including those for the 2nd half 2026 for tax map #0300006002.
10. Certification from settlement agent that they have made independent verification through PACER system that the seller and/or borrowers are not in bankruptcy.
11. Taxes are paid semi-annually on 6/5 & 12/5 of each year, paid thru and including the 1st half 2026 tax year in the amount of $680.33, next due 12/5/2026 in regards to Tax map #0300006002 AND taxes are paid thru and including the 2nd half 2026 tax year in the amount of $390.10, next due and payable 6/5/2027 in the estimated amount of $390.10 as to tax map #0300006001.
12. Settlement Agent must ascertain the identity of all parties to title.
13. Receipt by this Company of the Notice of Owners Availability of Title Insurance.

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14. Manufactured home converted to real estate prior to July 1, 2014:

A manufactured home converted to real estate prior to July 1, 2014, is not subject to the new statutory procedure. Such home must have been permanently affixed to the land and taxed as real estate prior to July 1, 2014.

Before issuing an ALTA 7 series endorsement on a policy insuring property that includes a converted manufactured home, the company requires receipt of an affidavit from seller or borrower affirming that the home was permanently affixed to the land and taxed as real estate prior to July 1, 2014, that the wheels, axles, towbar and hitch were removed when the home was placed on its foundation, that the DMV title was surrendered and no liens attached to the title at the time of surrender.

a. Receipt by Company of Affidavit Regarding Conversion of Manufactured Home to Real Estate executed by seller or borrwer. Such Affidavit must affimr that the manufactured home is a double wide unit, was permanently affixed to a foundation prior to July 1, 2014, and has assumed the characteristic of site built housing; that the wheels, axles, towbar and hitch were removed when the manufactured home was placed on its permanent site; that there are no prior or existing security interests or liens on the manufactured home; and that the seller or borrower is the sole owner in title of manufactured home.

b. Receipt of evidence satisfactory to the Company that the manufactured home title was surrendered to the DMV prior to July 1, 2014, and that no security interest attached to the title at the time of surrender, or that any such lien was paid and released. Or, in the event the manufactured home title is lost or was never titled in Virginia, receipt of evidence satisfactory to the Company that a diligent search has been made of DMV records and no vehicle title has been found.

c. Receipt by the Company of evidence that the manufactured housing unit was assessed by the County/City as an improvement to real estate prior to July 1, 2014.

If the above cannot be met the home may not have been converted and the requirements below for conversion after July 1, 2014, may apply. Please contact your underwriting advisor for guidance on how to handle coverage in such situation.

Manufactured home converted to real estate on or after July 1, 2014, to issue an ALTA 7 series endorsement the following is required:

a. Receipt and recordation of the Affidavit Regarding Manufactured Home, with DMV confirmation of cancellation attached as required by Virginia Code Section 46.2-653.1.

NOTE: In the event the above requirement is not satisfied, no ALTA 7 endorsement will be issued and the following exception will appear in the final policy: "Notwithstanding anything contained in this policy to the contrary, the Land, as defined in Paragraph 1(g) of the CONDITIONS of this policy, does not include the title to any manufactured home located on the insured premises."

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SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

2. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by Public Records. The coverage afforded by covered matter 2(c) is hereby deleted.

   NOTE: As to issuance of the ALTA Homeowner's Policy/First American Eagle Policy, this exception does not limit the forced removal coverage in Item 12 of Covered Risks.

4. Any lien, or right to a lien, for service, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.

   NOTE: As to issuance of the ALTA Homeowner's Policy/First American Eagle Policy, this exception does not limit the coverage in Item 8 of Covered Risks.

5. Roads, ways, streams or easements, if any, not shown of record, riparian rights and the title to any filled-in lands.

6. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land. (NOTE: The coverage afforded by covered matter 2(c) of the ALta 2006/2021 Policy is hereby deleted. NOTE: As to issuance of the Alta Homeowners policy, this exception does not limit the coverage afforded in Items 12, 18, 19, 21, 23 and 24 of Covered Risks.

7. Those taxes and special assessments which become due and payable subsequent to the date of the policy.

8. Any present, past or future real estate taxes which may become due and payable on the property under the Land Use Ordinance of Franklin County, Virginia, and Section 58.1-3229, et seq., of the Code of Virginia 1950, as amended, or any other roll back taxes which are not yet due and payable because of the classification or use of the land.

9. Easement granted the County of Franklin by instrument recorded in Deed Book 816 Page 1556.

10. Rights of others in and to the continued uninterrupted flow of the creek(s) and branch(es) located on/crossing the insured premises.

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11. Setback lines, easements, rights of way, fence(s) and all terms and conditions set forth on the plat of survey recorded in Deed Book 611 Page 865.

NOTE/DISCLAIMER: This is not a true commitment for title insurance policy but an example of what a title commitment for policy of title insurance would look like with the necessary requirements and exceptions to title as to the insured premises under legal description.

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